NMTV during the year. The effect was to reduce NMTV's indebtedness to TBN by \$574,412 and to increase it by \$530,694. When NMTV generated production revenue of \$9,473 in 1991, that had the effect of decreasing the indebtedness by that amount. The following table shows the impact of these factors on NMTV's indebtedness in each year as well as the cumulative impact. Thus, in 1988 the effect was to decrease the indebtedness by \$5,289; in 1989 the effect was to decrease the indebtedness by \$130,654; so the cumulative impact at the end of 1989 was the sum of those figures, or a reduction in the indebtedness of \$135,944. The table shows that, by the end of 1992, the cumulative impact was to decrease NMTV's indebtedness to TBN by \$318,899.

42. NMTV's payments to TBN under its network affiliation agreement were separate from the transactions referred to in Paragraph 41, above. To continue with the Portland 1991 example from Paragraph 41, the amount that NMTV paid to TBN in 1991 for network programming on the Portland station was not included either in the \$1,132,943 advance to NMTV (which increased the indebtedness) or in the \$1,180,808 credit to NMTV (which decreased it). That payment had no effect on the NMTV indebtedness to TBN that is discussed beginning with Paragraph 37, above, and that was reflected in the note for \$5,030,442.47 executed January 1, 1993. However, in 1989 an error was made and a total of \$38,957 in network payments was treated as an NMTV payment that reduced the indebtedness. The following table summarizes the advances, repayments, corrections and errors reflected in the calculation that NMTV owed TBN \$5,030,442.47 at the end of 1992:

CALCULATION OF FACE AMOUNT OF NOTE JANUARY 1, 1993

TRANSACTIONS MAY 1987 THROUGH DECEMBER 1992

ALLOCATED COSTS COSTS PAID BY TEN ASSETS PURCHASED 1,711,410.12	,878,081.67 195,543.76	
IOW POWER COSTS PAID 54,255,23 TOTAL 1	,765,665.35	
TOTAL FUNDS LOANED		9,839,290.76
ZIP, PRODUCTION & NEIWORK AIRTIME REVENUE	,210,680.63)	
NET AMOUNT OF REVENUE RECOGNIZED IN EXCESS OF CASH RECEIVED	(318,898.77)	
TOTAL FUNDS REPAID		4,529,579,40
NET LIABILITY BEFORE CORRECTIONS AND ERR	ORS	5,309,711.38
CORRECTIONS TEN LOW POWER STATIONS ERRONEOUSLY CHARGED		
	(179,202.64)	
1988 INTEREST INCOME		
ERRONEOUSLY PUT IN TEN	(2,059.92)	
1992 TEN EXPENSES PAID BY NMIV	(1,085.50)	
1990 TEN LOW POWER COSTS PAID BY NMIV	(59,218.19)	
NMIV PROPERTY TAX REFUND ERRONEOUSLY		
DEPOSITED TO TEN'S ACCOUNT IN 1991	(16,136.08)	
TOTAL CORRECTIONS		(257,702.33)
ERRORS		
NETWORK FEED CHARGE (20%) ERRONEOUSLY CHARGET TO INTERCOMPANY ACCOUNT IN 1989) (38,957.17)	
PROCEEDS FROM 1989 SALE OF TEN LOW POWER STATION ERRONEOUSLY DEPOSITED TO NMIV ACCT.	6,300.00	
ODESSA ZIP PAYMENTS NOT RECOGNIZED AS REVENUE IN 1991	11,587.13	
TOTAL ERRORS		(21,070.04)
MISCELLANEOUS AND PETTY CASH TRANSACTIONS-NET		(496.54)

5,030,442.47

- 43. The note for \$5,030,442 was executed on January 1, 1993. I have seen minutes of an NMTV Board meeting on January 14, 1992, reporting discussion of a schedule for bringing the corporation out of debt and a determination that a 5-year plan was feasible. I have seen a memorandum of July 31, 1992, which refers to a note in the face amount of \$4,030,442, but other than that memorandum, which was signed by TBN and NMTV, no separate note was ever executed. The note that was executed on January 1, 1993, was for exactly \$1,000,000 more, reflecting the additional \$1,000,000 that TBN advanced to NMTV during 1992.
- 44. The only other note I have found from NMTV to TBN was a note for \$4,000,000 executed on August 23, 1991, for costs associated with the then-expected purchase of the Wilmington television station. NMTV repaid that amount (actually \$4,011,681) later in 1991 when the Wilmington acquisition failed to materialize.

VIII.

45. The \$4,000,000 note of August 23, 1991, bore interest at 5% per annum. The \$5,030,442 note of January 1, 1993, did not contain any provision for interest except that late payments should bear interest at the rate of 10% per annum until paid. I find no provision in the text of the note for any payment prior to the maturity date of January 1, 1998. However, I have

examined a schedule of payments that was prepared at or about the time the note was prepared that refers to monthly payments of \$27,004.50. NMTV did, in fact, begin making monthly payments of \$27,004.50 in January 1993, and such payments have been made each month in 1993. There is no record of TBN forgiving any portion of the NMTV indebtedness at any time since TBN's assumption of NMTV's assets and liabilities, i.e., at any time since February 1987.

- 46. Starting in 1983 and continuing through 1992, TBN made advances to Community Educational Television, Inc. ("CET"), a non-profit corporation that has an affiliation agreement with TBN. At the end of 1992, the balance of the indebtedness was \$6,971,786, which was reflected in a note for that amount dated January 1, 1993. There was no note prior to that time. The note is similar in terms to the note of the same date from NMTV; it is interest-free and repayable at the end of five years. Monthly payments are being made to reduce the balance of the note. As of July 31, 1993, \$500,000 had been paid on the note.
- 47. Starting in 1989 and continuing through 1992, TBN made advances to Jacksonville Educators Broadcasting, Inc. ("JEB"), a non-profit corporation that has an affiliation agreement with TBN. At the end of 1992, the balance of the indebtedness was \$365,686, which was reflected in a note for that amount dated January 1, 1993. There was no note prior to that time. The note is similar in its terms to the note of the same date from NMTV; it is interest-free and repayable at the end of five years. Monthly payments are being made to reduce the balance of the note. As of July 31, 1993, \$6,633 had been paid on the note.

- 48. Starting in 1989 and continuing through 1992, TBN made advances to Oceania Broadcasting Network, Inc. ("Oceania"), a non-profit corporation that has an affiliation agreement with Oceania executed a note for \$1,000,000 on November 30, TBN. 1989, payable on December 1, 1990, with interest at 10%. note provided, however, that no interest would accrue if Oceania broadcast two hours per day of TBN programming between 6:00 p.m. and 12:00 midnight on Oceania's two Hawaii television stations continuously throughout the term of the note. The note was secured by an option for TBN to secure all of the assets and the license of KVHG(TV), Kailua-Kona, Hawaii; a right of first refusal for TBN to purchase all of the assets and the licenses of KVHG and KMGT(TV), Honolulu, Hawaii; and a security agreement and financing statement on all of the tangible assets of KVHG and KMGT.
- 49. The Oceania note of November 30, 1989, was later subsumed into a note for \$2,598,500 executed by Oceania on December 16, 1991. That note reflected the \$1,000,000 advance in 1989 plus advances of \$35,000, \$1,533,500, and \$30,000 in 1991. The note of December 16, 1991, bore interest at the rate of 5% per annum and was repayable in ten equal annual payments beginning December 16, 1992. The note was secured by Oceania's assets pursuant to a security agreement and financing statement. On February 4, 1992, Oceania executed a note in similar terms for \$100,000; TBN also received on February 4, 1992, the

personal guaranty of Christopher Racine for that \$100,000 note. On March 25, 1992, Oceania executed another note on similar terms for \$50,000. On various dates in 1992, TBN purchased equipment for Oceania totalling \$51,518.89. These advances were not reflected in a note.

- 50. At the end of 1992, Oceania's indebtedness to TBN under the notes and advances was \$2,800,019 plus interest of \$129,637.
- 51. On April 18, 1991, Prime Time Video, Inc. ("Prime Time"), another non-profit TBN affiliate, executed a note to TBN for \$53,227, reflecting an indebtedness arising out of the sale from TBN to Prime Time for an LPTV station in Hobbs, New Mexico. The note bore interest at the rate of 5% per annum and was repayable in seven equal annual payments beginning April 18, 1992. The note was secured by the assets of the LPTV station pursuant to a security agreement and financing statement.
- 52. On May 21, 1991, Prime Time (now known as Prime Time Christian Broadcasting, Inc.) executed a note to TBN for \$64,736, reflecting an indebtedness arising out of the sale from TBN to Prime Time of an LPTV station in Alamogordo, New Mexico. The note bore interest at the rate of 5% per annum and was repayable in seven equal annual payments beginning May 21, 1992. The note was secured by the assets of the LPTV station pursuant to a security agreement and financing statement.

- 53. On December 1, 1991, Prime Time executed a note to TBN for \$85,267, reflecting an indebtedness arising out of the sale from TBN to Prime Time of an LPTV station in Carlsbad, New Mexico. The note bore interest at the rate of 5% per annum and was repayable in ten equal annual payments beginning December 1, 1992. The note was secured by the assets of the LPTV station pursuant to a security agreement and financing statement.
- 54. At the end of 1992, Prime Time's indebtedness to TBN under the notes was \$207,493 plus interest of \$9,749.
- 55. On August 24, 1992, Sonlight Broadcasting Systems, Inc. ("Sonlight"), another non-profit TBN affiliate, executed a note to TBN for \$1,339,909, reflecting an indebtedness arising out of the sale from TBN to Sonlight of a television station in Hendersonville, Tennessee, and LPTV stations in Memphis and Nashville, Tennessee. The note stated that the parties contemplated that the amount would be loaned in increments and that interest would not begin to accrue until the entire amount was loaned. At that point, monthly payments of interest were to begin. TBN had the right to demand payment of the entire balance at any time after the third interest payment was due and payable. The note specified an interest rate of 5%. On April 1, 1993, the parties entered into an agreement amending the note to reflect an additional loan of \$151,000. The agreement specified that the total amount now due (\$1,490,909) would be paid in equal monthly installments of \$3,965 commencing August

1, 1993, and ending August 1, 2003, at which time the entire balance of principal and interest would be due. The agreement further specified that the monthly installments included interest on the unpaid balance of 2% per annum, amortized over a period of 51 years with a balloon payment equal to the unpaid balance on August 1, 2003. The agreement further specified that the parties would in good faith consider an increase in the interest rate on August 1 of each year and, if they could not agree, resolve the matter through Christian arbitration.

- 56. At the end of 1992, Sonlight's indebtedness to TBN was \$1,490,909 plus interest of \$23,335.
- 57. On December 31, 1991, Radiant Life Ministries, Inc. ("Radiant Life"), another non-profit TBN affiliate, executed a note to TBN for \$1,900,000 arising out of the sale of WLXI-TV, Greensboro, North Carolina. The note bears interest of 5% per annum and is to be repaid in 120 monthly payments beginning on December 31, 1993, with the unpaid balance of principal interest to be paid in full on January 1, 2002. The note specifies that each monthly payment is to be equal to 30% of the identifiable, and unrestricted and undesignated donations and contributions received by TBN from specified zip codes in the Greensboro area. If any payment is insufficient to cover the then due principal and interest, any deficit is to be added back into the principal and accrue interest at 5%. The note is secured by the assets of

WLXI-TV pursuant to security agreements and financing statements.

- 58. At the end of 1992, the indebtedness of Radiant Life was \$1,900,000 plus interest of \$28,952.
- 59. On October 12, 1985, All American TV, Inc. ("AATV"), another non-profit TBN affiliate, executed a note to TBN for \$1,917,722. The note specified interest of 11% per annum and was payable on demand. The note stated that it was evidence of an indebtedness arising out of AATV's assumption of a portion of the debts and liabilities of Tri-State Christian T.V., generated in the acquisition and partial construction of KDOR(TV), Bartlesville, Ohio, and WWTO-TV, LaSalle, Illinois, and in the ongoing attempt to acquire WTJP(TV), Gadsden, Alabama, and KTAJ(TV), St. Joseph, Missouri. The note was secured by the assets of AATV pursuant to a security agreement.
- 60. Thereafter, AATV executed the following notes to TBN, each of which specified interest of 12% per annum and each of which is payable on demand:

March 4, 1986	\$200,575
April 18, 1986	103,125
June 13, 1986	130,000
July 11, 1986 August 8, 1986	100,000 130,000
October 17, 1986	125,000

December 17, 1986 160,000 February 12, 1987 149,169 April 7, 1987 198,677 July 9, 1987 261,800 October 14, 1987 296,213.40 (plus an additional advance of \$11,286.60) February 12, 1988 238,541 July 8, 1988 227,000 January 11, 1989 147,869.54 August 16, 1989 24,500 August 15, 1989 200,000 September 25, 1989 90,000

In addition to the above, there was in 1989 an advance of \$72,112 with no note.

- 61. On or before September 1, 1990, AATV and TBN executed a "Loan Agreement and Promissory Note" providing for a loan of \$124,000 (in an installment of \$60,000 and an installment of \$64,000) with interest at 7% per annum. Monthly installments pursuant to a schedule of loan payments were to begin on September 1, 1990.
- 62. On March 23, 1989, AATV executed a Mortgage Note to TBN in the amount of \$120,000. The note specified interest of 11.5% per annum with 240 monthly payments of principal and

interest of \$1,279.72, beginning April 1, 1989, with the final payment being due March 1, 2009.

- 63. On May 31, 1989, AATV executed a Mortgage Note to TBN in the amount of \$185,000. The note specified interest of 11.5% per annum and monthly payments of principal and interest of \$2,161.15, beginning July 1, 1989. The note was secured by a mortgage on real property in Tulsa County, Oklahoma.
- 1989, all of AATV's existing November 1, indebtedness (except for the two notes described in Paragraphs 62 and 63, above, and the advance of \$72,112 referred to at the end of Paragraph 60, above) was subsumed into a note for \$4,994,201.54. An additional \$124,000 was loaned in 1990 (with a note) and an additional \$400,000 in 1992 (without a note). At the end of 1992, AATV's indebtedness to TBN was \$5,846,709.60. On April 1, 1993, there was an "Agreement for Amendment of Promissory Note" which fixed the indebtedness at \$5,537,177; this included \$4,994,201.54 from the note of November 1, 1989; the \$72,112 advance from 1989; and the \$400,000 advance from 1992. The amount specified on April 1, 1993, was to be paid in equal monthly installments of \$20,466 commencing April 1, 1993. The agreement stated that the installments constituted payment of the principal amount with interest on the unpaid balance of 2% per annum amortized over 30 years with a balloon payment of the unpaid balance on April 1, 2003. The agreement also provided that they would each year consider in good faith an

increase in the interest rate and resolve any difference through Christian arbitration. On April 1, 1993, three other notes were still outstanding: The two notes described in Paragraphs 62 and 63, above, and the \$124,000 note of 1990 described above in this paragraph.

- 65. On December 1, 1989, AATV executed a note for \$2,500,000 to Trinity Broadcasting of Arizona, Inc. ("TBA"). The note evidenced the indebtedness of AATV to TBA arising out of the sale of KNAT(TV), Albuquerque, New Mexico. The note specified interest of 5% per annum, but interest was not to begin until December 1, 1994. The note specified repayment of principal and (after 1994) of interest in ten equal annual payments beginning December 1, 1991. The note was secured by the assets of KNAT(TV) pursuant to security agreements and financing statements. The note was amended effective December 1, 1992, to provide for 240 monthly payments of principal and interest (with interest at 5% per annum) commencing January 1, 1993. A schedule of payments was attached.
- 66. Starting on July 22, 1983, and on various dates thereafter through March 18, 1985, Tri-State Christian TV, ("Tri-State"), another non-profit TBN affiliate, executed demand notes to TBN at 12% interest. On June 28, 1985, TBN wrote to Tri-State stating that, as of May 31, 1985, the principal of the indebtedness was \$3,238,856.57 and the accrued interest was \$234,812.57. TBN proposed to restructure the debt by reducing

the principal to \$2,000,000 with no interest, with the debt to be amortized through monthly retention by TBN of 30% of identifiable zip-code donations. The letter also proposed, simultaneously with the restructuring of the debt, affiliation agreements with Tri-State agreeing, among other things, to broadcast TBN programs exclusively between 6:00 p.m. and 10:00 p.m., Pacific Standard Time. A note for \$2,000,000 reflecting agreement with this proposal was executed on July 25, The note provided that Tri-State assigned to TBN as payment 30% of all identifiable zip code donations as defined in the affiliation agreements. The note was secured by a security agreement covering certain assets and equipment of Tri-State. (As noted in Paragraph 59, above, on October 12, 1985, AATV assumed a portion of Tri-State's debt by executing a note to TBN for \$1,917,722). The note of July 25, 1985, was amended on July 1, 1991, to state that the due date was July 1, 1996, and to state that the total amount of unpaid principal and interest as of July 1, 1991, was \$1,027,670.45.

\$2,400,000. That note stated that it was evidence of indebtedness associated with Tri-State's purchase of WNYB(TV), Buffalo, New York. The note bore interest at 10% per annum and was payable in 120 monthly installments beginning August 1, 1990. Each monthly payment was to be equal to 30% of the identifiable, unrestricted and undesignated donations and

contributions received by TBN from the zip code areas within the service area of WNYB(TV). The note was secured by the assets of WNYB(TV) pursuant to security agreements and financing statements. On June 25, 1991, the note was modified to reduce the interest to 5% per annum. That agreement recited that the total amount of principal and interest due on June 25, 1991, was \$2,577,254.03.

- 68. On February 6, 1992, Tri-State executed a note for \$1,000,000, with interest at 5% per annum. Repayment was to be in ten equal annual payments beginning February 6, 1993. Each annual payment was to be equal to 30% of the identifiable, unrestricted and undesignated donations and contributions received by TBN from zip codes within the service area of WTLJ-TV, Muskegon, Michigan. The note was secured by the assets of WTLJ-TV pursuant to security agreements and financing statements.
- 69. The notes of July 1, 1991; June 25, 1991; and February 6, 1992, were subsumed in 1993 into a note for \$4,512,033.46, which is the amount owed to TBN by Tri-State as of April 1, 1993.

DECLARATION

I, David Scott Morris, hereby declare under penalty of perjury that the foregoing testimony is true and correct to the best of my knowledge and belief.

DAVID SCOTT MORRIS

November 17, 1993

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TBF/GLENDALE JOINT EXHIBIT 1

George F. Gardner holds 100% voting control of the following mass media facilities:

A. LOW POWER TELEVISION (LPTV) STATION

Low power television station W4OAF, Dillsburg, Pennsylvania.

B. CABLE TELEVISION (CATV) SYSTEMS

TV Cable of Carlisle

Subscribers:

15,043

Communities:

Carlisle, Mt. Holly Springs, North Middleton, South Middleton, Monroe, Middlesex, Silver Spring, Dickinson, West Pennsboro, Carroll, and Penn (all in

Pennsylvania)

Active Channels:

56 in some areas, 41 in other

areas

Local Origination: 2 channels

TV Cable of Berkeley County

Subscribers:

3,648

Communities:

Berkeley County and Hedgesville

(West Virginia)

Active Channels:

41

Local Origination: 1 channel

Federal Communications Commission		
Docket No. 93-75 Exhibit No. John T. Presented by Lamons 135		
Di:position	Identified 11.24.43	
	Rejected	
Reporter 4.	when	
Date	(7)	

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TV Cable of Central PA (Avis Headend)

Subscribers:

6,859

Communities:

Renovo, South Renovo, Chapman, Noyes, Avis, Salladasburg, Pine Creek, Wayne, Porter, Crawford, Dunnstable, Nippenose, Piatt, Watson, Mifflin, Cummings, Limestone, and Jersey Shore (all

in Pennsylvania)

Active Channels:

35

Local Origination: 1 channel

TV Cable of Central PA (Hughesville Headend)

Subscribers:

4,231

Communities:

Muncy, Hughesville, Muncy Creek, Wolf, Picture Rocks, Township, Penn, and Shrewsbury

(all in Pennsylvania)

Active Channels:

32

Local Origination:

1 channel

TV Cable of Waynesboro (Ft. Loudon Headend)

Subscribers:

1,314

Communities:

Peters, Metal, St. Thomas, and

Hamilton (all in Pennsylvania)

Active Channels:

32

Local Origination: 1 channel

TV Cable of Waynesboro (Blue Ridge Summit Headend)

Subscribers:

7,867

Communities:

Waynesboro, Washington, Quincy, Mont Alto, and Guilford (all in

Pennsylvania)

Active Channels:

40

Local Origination: 1

1 channel

GH Cable Arizona (Payson Headend)

Subscribers:

4,478

Communities:

Payson, Gila County, Round Valley, Oxbow Estates, Mesa Del,

and Star Valley (all in Arizona)

Active Channels:

30

Local Origination:

1 channel

GH Cable Arisona (Pine Strawberry Headend)

Subscribers:

1,479

Communities:

Pine, Strawberry, and Gila County

(all in Arizona)

Active Channels:

20

None

Local Origination:

GH Cable Arizona (Christopher Creek Headend)

Subscribers:

173

Communities:

Christopher Creek and Gila County

(Arizona)

Active Channels:

20

Local Origination:

1 channel

GH Cable Arisona (Bear Flats Headend)

Subscribers:

26

Communities:

Bear Flats and Gila County

(Arizona)

Active Channels:

Local Origination:

GH Cable Arisona (Kohls Ranch Headend)

Subscribers:

213

Communities:

Kohls Ranch, Gila County, Tonto

Village, and Thompson D:

(Arizona)

Active Channels:

12

Local Origination:

None

GH Cable Arizona (Williams Headend)

Subscribers:

805

Communities:

Williams and Coconino County

(Arizona)

Active Channels:

23

Local Origination:

None

GH Cable Arizona (Concho Headend)

Subscribers:

164

Communities:

Concho and Apache County

(Arizona)

Active Channels:

13

Local Origination: None

GH Cable Arisona (St. Johns Headend)

Subscribers:

712

Communities:

st. and Apache County Johns

(Arizona)

Active Channels:

20

Local Origination:

1 channel

GH Cable Arisona (Eagar Headend)

Subscribers:

1,243

Communities:

Springerville, Eagar, and Apache

County (Arizona)

Active Channels:

20

Local Origination: 1 channel

GH Cable Arisona (Columbia Headend)

Subscribers:

3,033

Communities:

Columbia and Marion County

(Mississippi)

Active Channels:

32

Local Origination: 1 channel

TBF GLENDALE JT Ex. 6

1st Quarter 87 TABULATION OF ASCERTAINMENTS JANUARY, FEBRUARY, MARCH, 12 DATE: March 31,1987 TELEPHONE PRINTED MEDIA VIEWER' NEWSPAPERS TBN INTERVIEWS Radio VIEWER'S TELEPHO! W/CIVIC MAGAZINES LOCATION: Channel 45, Florida T.V. LETTERS RESPONS **LEADERS** CONFERENCES 16 ABORTION 3% -0.34 18 (10) .04 CHILD ABUSE 4 70 3.3 CRIME/PORNOGRAPHY 15% 22/0 141.229 DRUGS/ALCOHOL ABUSE WHI ECONOMY/COST OF LIVING/ .04 UNEMPLOYMENT 16 .03! EDUCATION/SCHOOLS 16 .03 ENVIRONMENT/POLLUTION ETHNIC. GROUPS/IMMIGRATION/ .06 DISCRIMINATION (2) 14 13 .01. FAMILY/SINGLE PARENT ال. اه. GOVERNMENT: FEDERAL <u>Z3</u> GOVERNMENT: LOCAL 138 111 HEALTH CARE/AIDS ווננ דונו בונו HOMOSEXUALITY 10 HOUSING/HOMELESS [4 MARRIAGE/DIVORCE 19 MASS TRANSPORTATION HT POPULATION GROWTH POLLUTION/ENVIRONMENT RELIGION/POLITICS SAPETY SENIOR: CITIZENS/AGING/ SOCIAL SECURITY ווו אנו (b) SOCIAL SERVICES STREETS/HIGHWAYS .3 TAXES WATER & CONSERVATION in Street office States 12 .008 WOMEN'S RIGHTS 6 15 UH UH YOUTH/CHILDREN ETERANS

ATDS